

Attorney Docket No.: 107415-0002-101

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Molecular Templates, Inc.

Application No.: 09/601,644 Filing Date: December 11, 2000 (Conf. No. 7797)

Entitled: CYTOTOXIC HETEROMERIC PROTEIN COMBINATORIAL LIBRARIES

Molecular Templates, Inc. , a Corporation

(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. the assignee of the entire right, title, and interest; or
 2. an assignee of less than the entire right, title and interest
 (The extent (by percentage) of its ownership interest is ____%)

in the patent application/patent identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel/Frame _____, or for which a copy thereof is attached.

OR

B. A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Jean Gariepy & Mark Robert Bray To: Ontario Cancer Institute
 The document was recorded in the United States Patent and Trademark Office at
 Reel 011150, Frame 0806 (recorded October 10, 2000), or for which a copy thereof is attached.
2. From: Ontario Cancer Institute To: The Toronto Hospital
 The document was recorded in the United States Patent and Trademark Office at
 Reel 011385, Frame 0764 (recorded October 10, 2000), or for which a copy thereof is attached.
3. From: The Toronto Hospital To: University Health Network
 The document was recorded in the United States Patent and Trademark Office at
 Reel 011747, Frame 0537 (recorded April 23, 2001), or for which a copy thereof is attached.

 Additional documents in the chain of title are listed on a supplemental sheet. As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.



Signature

Eric E. Poma

Date

512-930-0304

Printed or Typed Name

Telephone Number

CEO and President, Molecular Templates, Inc.

Title

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Additional documents in the chain of title:

4. From: University Health Network To: Molecular Templates, Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
5. From: Molecular Templates, Inc. To: D5 Pharma, Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
6. From: D5 Pharma, Inc. To: Molecular Templates, Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Intellectual Property Transfer Agreement (the "Agreement") is made as of the 23rd day of February 2009 (the "Effective Date") by and between the following Parties:

UNIVERSITY HEALTH NETWORK an Ontario corporation incorporated by special statute under the *University Health Network Act, 1997*, having a principal office at 190 Elizabeth Street, R. Fraser Bldg. – Room 1S-417, Toronto, Ontario M5G 2C4 (hereinafter referred to as "UHN" or "Assignor")

-AND-

MOLECULAR TEMPLATES, INC. having a principal place of business at 101 College Street, Suite 140, Toronto, Ontario, M5G 1L7 (hereinafter referred to as "MTI" or "Assignee")

Assignor and Assignee are collectively referred to herein as the "Parties" and individually as a "Party".

BACKGROUND:

WHEREAS, UHN owns the Technology (as defined herein) relating to Shiga Toxin variants.

AND WHEREAS, UHN desires to assign its rights in the Technology and MTI desires to obtain said rights to the Technology.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration for the mutual promises, representations, covenants and agreements of the Parties contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - INTERPRETATION

- 1.1. **Defined Terms.** For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

REDACTED

REDACTED

- (i) "Intellectual Property Rights" means any rights in and to the Patents as of the Effective Date;

REDACTED

- (l) "Parties" means UHN and MTI, collectively, and "Party" means each individually;
- (m) "Patents" mean all patents and applications listed in Schedule A, all patent applications that claim priority from the same application(s) that such patents or applications claim priority, including any continuations, continuations-in-part, divisions, or any substitute applications; any patent issued with respect to any such patent applications; any reissue,

reexamination, renewal or extension (including any supplemental protection certificate) of any such patent or application; any confirmation patent, registration patent or patent of addition based on any such patent; and all foreign counterparts of any of the foregoing, or, as applicable, portions thereof or individual claims therein.

REDACTED

- (r) "Technology" means all subject matter described in the Patents listed in Schedule "A", any materials pertaining to said subject matter in the possession of MTI as on the Effective Date, and all Intellectual Property Rights related to or arising therefrom;

REDACTED

REDACTED

1.7. **Schedules.** The following Schedules are annexed to and form part of this Agreement:

Schedule A - Patents

ARTICLE 2 - GRANT OF RIGHTS

- 2.1. **Assignment of Technology.** Subject to the terms and conditions of this Agreement, Assignor hereby assigns and transfers to Assignee, its successors and assigns, all rights, title, and interests in and to the Technology, and all rights and privileges related thereto; including without limitation to manufacture, have manufactured, offer for sale, sell or have sold, import, export and use the Technology, and to produce and reproduce work in the Technology or any substantial part thereof in the Territory; to enforce the Intellectual Property Rights and to retain all revenues received from others for past, present and future acts of infringement or misappropriation of said Intellectual Property Rights.

REDACTED

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REDACTED

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on
the date first above written.

UNIVERSITY HEALTH NETWORK

Per:



Name: Dr. Christopher Paige
Title: Vice President Research

MOLECULAR TEMPLATES, INC.

Per:



Name: Dr. Eric Poma
Title: President

SCHEDULE A
(Technology)

1. PCT patent application PCT/CA1998/01137 (WO1999/40185) entitled "Cytotoxic Heteromeric Protein Combinatorial Libraries";
2. PCT patent application PCT/CA2004/000443 (WO2005/092917) entitled "Library of Toxin Mutants, and Methods of Using Same;
3. PCT patent application PCT/CA2006/001581 (WO2007/033497) entitled "Library from Toxin Mutants, and Methods of Using Same;
4. All applications that may be filed based on the foregoing, including without limitation all divisional, continuation or continuation-in-part applications claiming priority to any of the foregoing, and all applications corresponding to the foregoing filed in any country worldwide;
5. All issued and unexpired patents resulting from any of the applications described above; and,
6. All issued and unexpired reissues, reexaminations, renewals or extensions that may be based on any of the patents or applications described above.

REDACTED

REDACTED

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “*Agreement*”) is entered into as of March _____, 2009 by and between D5 Pharma, Inc., a Delaware corporation (“*Buyer*”), and Molecular Templates, Inc., a company organized under the laws of Canada (“*Seller*,” and, together with Buyer, the “*Parties*”).

RECITALS

A. Upon the terms and subject conditions of this Agreement, Seller wishes to sell to Buyer all of the assets of Seller that relate to or are or were used in, or that have been under development for use in, the conduct of Seller’s business and to transfer to Buyer certain specified obligations of Seller.

B. Upon the terms and subject to the conditions of this Agreement, Buyer wishes to acquire such assets and to assume such obligations.

C. The Parties intend, by executing this Agreement, that the transactions contemplated by this Agreement (i) constitute a “reorganization” within the meaning of Section 368(a)(1)(C) of the Code, and this Agreement constitutes a “plan of reorganization” within the meaning of Sections 1.368-2(g) and 1.368-3(a) of the Treasury Regulations promulgated under Section 368 of the Code; and (ii) qualify as a tax-free exchange within the meaning of Section 351 of the Code.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions

. For purposes of this Agreement, the term:

REDACTED

REDACTED

(d) "*Intellectual Property Rights*" means any or all of the following and all rights in, arising out of, or associated therewith: (i) all United States and foreign patents and utility models and applications therefor and all reissues, divisions, reexaminations, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and equivalent or similar rights anywhere in the world in inventions and discoveries including without limitation invention disclosures ("*Patents*"); (ii) all trade secrets and other rights in know-how and confidential or proprietary information; (iii) all copyrights, copyrights registrations and applications therefor and all other rights corresponding thereto throughout the world ("*Copyrights*"); (iv) all industrial designs and any registrations and applications therefor throughout the world; (v) all World Wide Web addresses and domain names and applications and registrations therefor, all trade names, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world ("*Trademarks*"); and (vi) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

(g) "*Registered Intellectual Property Rights*" means all United States, international and foreign: (i) Patents, including applications therefor; (ii) registered Trademarks, applications to register Trademarks, including intent-to-use applications, or other registrations or applications related to Trademarks; (iii) Copyrights registrations and applications to register Copyrights; (iv) Mask Work registrations and applications to register Mask Works; and (v) any other Technology that is the subject of an application, certificate, filing, registration or other document issued by, filed with, or recorded by, any state, government or other public legal authority at any time.

(h) "*Seller Intellectual Property*" means any and all Technology and any and all Intellectual Property Rights, including without limitation Seller's Registered Intellectual Property Rights, that (i) is or are owned (in whole or in part) by or exclusively licensed to Seller; or (ii) is or are claimed to be owned (in whole or in part) by or exclusively licensed to, Seller.

REDACTED

REDACTED

(i) "*Technology*" means all information and Intellectual Property Rights related to, constituting or disclosing, and all tangible or intangible copies and embodiments in any media of, technology, including all know-how, show-how, techniques, trade secrets, inventions and discoveries (whether or not patented or patentable), algorithms, routines, software, files, databases, works of authorship or processes.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BUYER:

D5 PHARMA, INC.,
a Delaware corporation

By: 

Eric Poma,
President & Chief Executive Officer

SELLER:

MOLECULAR TEMPLATES, INC.,
a Canadian company

By: 

Eric Poma,
Chief Executive Officer

Delaware

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The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "D5 PHARMA, INC.", CHANGING ITS NAME FROM "D5 PHARMA, INC." TO "MOLECULAR TEMPLATES, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF APRIL, A.D. 2009, AT 11:57 O'CLOCK A.M.

4657282 8100

090760098

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7461920

DATE: 08-06-09

CERTIFICATE OF AMENDMENT TO AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
D5 PHARMA, INC.

D5 Pharma, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. That Article I of the Corporation's Amended and Restated Certificate of Incorporation which currently reads:

"The name of this corporation is D5 Pharma, Inc."

is amended in its entirety to read as follows:

"The name of this corporation is Molecular Templates, Inc."

2. This Certificate of Amendment of the Corporation's Amended and Restated Certificate of Incorporation has been duly approved by the Corporation's Board of Directors in accordance with Section 242 the Delaware General Corporation Law.

3. This Certificate of Amendment of the Corporation's Amended and Restated Certificate of Incorporation has been duly approved by the required vote of stockholders in accordance with Section 228 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed by its President and Chief Executive Officer, this 13th day of April, 2009.

D5 Pharma, Inc.

By: /s/ Eric Poma
Eric Poma, President and Chief Executive
Officer